

REQUEST FOR RESPONSE

**Commonwealth of Massachusetts
Graphic and Design Services for Unclaimed Property**

RFR#: 15-UCP-Graphic & Design Services



Request for Response Office of the State Treasurer and Receiver General

Address: One Ashburton Place, 12th Floor, Boston, MA 02108

Internet Address: <https://www.commbuys.com>; <http://www.mass.gov/treasury/about/procurements>

RFR File Name/Title: Commonwealth of Massachusetts Graphic and Design Services for Unclaimed Property

RFR File Number: 15-UCP-Graphic & Design Services

RFR Contact Person: Jameel Moore, e-mail address: procurements@tre.state.ma.us

I. SUMMARY AND PURPOSE

The Treasurer and Receiver-General of the Commonwealth of Massachusetts has designated the Unclaimed Property Division to carry out certain responsibilities as required under M.G.L. Chapter 200A. Under Massachusetts law, bank accounts and other property held by third parties that have been inactive for a certain period of years are declared abandoned and are remitted to the Commonwealth for safekeeping. The Treasurer, under M.G.L. 200A, is required to publish a listing of certain information relating to the rightful owners of such property in a newspaper or newspapers of general circulation in each county in which an apparent owner had a last known address. The intent of this Request for Response (“RFR”) is to obtain proposals from graphic art and design firms interested in designing advertisements and materials needed for the production of ads and publication lists for placement in various newspapers during March and September annually. Other publications and/or design work may be requested on an as-needed basis.

II. GENERAL INFORMATION

To the maximum extent possible the Treasury follows the rules and regulations set forth in 801 Code of Massachusetts Regulations (“CMR”) 21.00: Procurement of Commodities and Services in this Request for Response (“RFR”). All terms, conditions, requirements and procedures included in this RFR must be met for a response to be qualified as responsive. A response that fails to meet any material term, condition, requirement or procedure of this RFR may be deemed unresponsive and disqualified. The Treasury reserves the right to waive or permit cure of non-material errors or omissions. **The Treasury and the Procurement Management Team (“PMT”) reserves the right to modify, amend or cancel the terms of the RFR at any time.** Unless otherwise specified, all communications, responses and documentation regarding this RFR must be in English, all measurements must be provided in feet, inches and pounds and all cost proposals or figures in U.S. Currency. All responses must be submitted in accordance with the specific terms of this RFR.

Copies of this RFR may be obtained electronically at COMMBUYS at <http://www.commbuys.com> & on the Treasury website at <http://www.mass.gov/treasury/about/procurements/>.

III. RFR CALENDAR, INSTRUCTIONS AND EVALUATION PROCESS

A. RFR CALENDAR/TIMELINE

The following is the tentative time schedule for the Treasury's selection of qualified Bidders under this RFR. All dates are subject to change by the Treasury with notice on COMMBUYS.

- Issuance of RFR November 5, 2015
- Bidder Question Deadline November 12, 2015 at 4:00 PM
- Post Answers to Bidder Questions November 13, 2015
(posted on COMMBUYS at <http://commbuys.com>, & <http://www.mass.gov/treasury>)
- RFR Bidder Submission Deadline November 24, 2015 at 4:00 PM
- Approximate Notification of Apparent Successful Bidder TBD

NOTE: Questions concerning the RFR must be submitted to the RFR Contact Person in writing:

Jameel Moore, Procurement Analyst/Associate General Counsel
Office of the State Treasurer and Receiver General
ATTN: 15-UCP-Graphic & Design Services
One Ashburton Place, 12th Floor
Boston, Massachusetts 02108
E-mail Address: procurements@tre.state.ma.us

No other employee may be contacted, and responses from such other person shall have no effect on this solicitation.

B. RFR INSTRUCTIONS

1. **Response Submission:** The original, and four (4) USB sticks (or equivalent USB storage device) of the Bidder's responses and attachments must be delivered in the same sealed package no later than **November 24, 2015 at 4:00 PM EDT**.

THE COST PROPOSAL MAY BE SUBMITTED IN THE SAME PACKAGE AS THE REST OF THE RESPONSE, BUT MUST BE SUBMITTED UNDER SEPARATE COVER IN A SEPARATE SEALED ENVELOPE LABELED "COST PROPOSAL". DO NOT INCLUDE THE COST PROPOSAL ON THE MEMORY STICKS OR WITHIN THE ORIGINAL PROPOSAL SUBMISSION. FAILURE TO MEET THIS REQUIREMENT MAY RESULT IN DISQUALIFICATION OF THE BID.

Responses and attachments received after this deadline date and time will not be evaluated. A facsimile or email response will not qualify as a “submission” for deadline purposes in advance of or in lieu of a hard copy submission. Facsimile and email responses will not be accepted.

Responses and attachments should be delivered to:

Jameel Moore
Procurement Analyst/ Associate General Counsel
Office of the Treasurer and Receiver General
15-UCP-Graphic & Design Services
One Ashburton Place, 12th Floor
Boston, MA 02108
E-mail Address: procurements@tre.state.ma.us

2. **Response Format:** Failure to follow these formatting requirements may result in the disqualification of the Bidder’s response. Bidders are required to use the Response Template which can be downloaded from COMMBUYS. The Response Template contains all required elements of a valid proposal response as indicated below:

- (a) Cover Letter
- (b) Executive Summary
- (c) Representations and Warranties
- (d) Disclosure Statement
- (e) Phase Two Questionnaire
- (f) Mandatory Attachments
- (g) **Cost Proposal (Separate envelope)**

NO COST INFORMATION SHALL BE INCLUDED ANYWHERE IN THE RESPONSE EXCEPT IN A SEPARATE SEALED ENVELOPE.

3. **Cost Proposal.** THE COST PROPOSAL MAY BE SUBMITTED IN THE SAME PACKAGE AS THE REST OF THE RESPONSE, BUT MUST BE SUBMITTED UNDER SEPARATE COVER IN A SEPARATE SEALED ENVELOPE LABELED “COST PROPOSAL”. FAILURE TO MEET THIS REQUIREMENT MAY RESULT IN DISQUALIFICATION OF THE BID. PLEASE ALSO NOTE THAT THE COST PROPOSAL MUST HAVE AN ORIGINAL SIGNATURE BY A PERSON AUTHORIZED TO BIND THE FIRM WITH RESPECT TO THIS RFR.
4. **Response Provisions:** When responding to this RFR, firms should take note of the following provisions:
- a. The Treasury reserves the right to request additional information from Bidders responding to this request. Additionally, upon reviewing the responses the PMT may decide to have certain Bidders make oral presentations.
 - b. The Treasury reserves the right to reject any and all responses to this request, to waive any minor informality in a response, and to request clarification of information from any Bidder responding. The Treasury reserves the right to amend or cancel this RFR at any time. All responses and their contents will become the sole property of the Commonwealth upon receipt by it.

- c. All responses and their contents will become the sole property of the Commonwealth/ Treasury upon receipt by it and will not be returned to the Bidder.
- d. The Treasury will not reimburse any Bidder for any costs associated with the preparation or submittal of any response to this request or for any travel and/or per diem incurred in any presentation of such responses.

5. **Disqualification of Responses:**

- a. **Late Proposals:** Proposals that are received after the deadline date and time shall be automatically disqualified.
- b. **Non-responsive Proposals:** A response that fails to meet any material term, condition, requirement or procedure of this RFR may be deemed unresponsive and disqualified. The Treasury reserves the right to waive or permit cure of non-material errors or omissions. Non-responsive proposals shall include, but not be limited to those, which fail to address or meet any mandatory item, and those submitted in insufficient number, or in incorrect format.
- c. **Collusion:** Collusion by two or more Bidders agreeing to act in a manner intended to avoid or frustrate fair and open competition is prohibited and shall be grounds for rejection or disqualification of a proposal or termination of this contract. Bidders will be required to complete a "Certificate of Non-Collusion" as one of the mandatory attachments to this RFR.
- d. **Debarred Bidders or Subcontractors:** A Bidder, who is currently subject to any Commonwealth or federal debarment order or determination, shall not be considered for evaluation by the PMT. If a Bidder's proposal is dependent upon the services of a named subcontractor and the disqualification of this named subcontractor would materially alter the proposal, then that proposal shall be deemed unresponsive if the named subcontractor is found to be debarred. Proposals that indicate that subcontractors will be used but do not rely on any specifically named subcontractor shall not be deemed unresponsive if the disqualification of a proposed subcontractor will not materially alter the proposal.

C. RFR EVALUATION PROCESS

- 1. **Evaluation Process:** The RFR Evaluation Process will be conducted in three phases. A review team will complete the Phase I Review for all proposal submissions. The purpose of the Phase I Review is to eliminate any bids that are non-responsive to the requirements of the RFR. Bids that are deemed to be qualified based on the Phase I Review will be submitted to the PMT for additional review. The PMT will consist of staff from the Treasury. The PMT will make a recommendation to the Treasurer who will then accept or reject the recommendation. The Treasurer will make the final selection decision. **(Phase I, Phase II and Phase III of this RFR will be evaluated separately.)**
 - a. **Phase I Review:** Bidders' responses will be reviewed based on listed criteria and completeness of response, including mandatory attachments and compliance to submission criteria. Bids that do not comply with these components will be rejected and will not proceed to the Phase II Review. The Treasury reserves the right to waive or permit cure of non-material errors or omissions.

- b. **Phase II Review:** Qualified bids, based on the Phase I Review, will be considered for additional review in Phase II by the PMT. The Phase II Review may also include an oral presentation/interview as may be requested by the PMT; the PMT may adjust a Bidder's score based on any clarification of the Bidder's response at any such oral presentation/interview. (See Section III.C.2). The Phase II Review will count for 80% of each Bidder's score.

The Phase II Review will be separately evaluated and scored on the basis of the criteria listed below:

- 65% – Firm Qualification
 - 25% – Key Personnel
 - 5% – Invest in Massachusetts. All responsive Bidders/Proposers **must** submit with their bids an *Invest in Massachusetts Data Form* (“IMD Form”). See Response Template page 20 “Invest in Massachusetts – Instructions” Attachment for further information.
 - 5% – Treasury Supplier Diversity Program (TSDP). The Office of the State Treasurer and Receiver General requires all responsive Bidders to submit a *Treasury Supplier Diversity Program Plan Form* (“TSDP Plan Form”) with its response. (See Response Template page 20 “Treasury Supplier Diversity Program Instructions” Attachment for further information on the TSDP Plan Form, and how this section will be scored).
- c. **Phase III Review:** Cost will be evaluated in relationship to the Phase II Review and scoring of Bidders' responses. The Phase II score will represent 80% and Cost will represent 20% of the Bidder's score in order to determine “best value”. The successful bid will be determined based on the one that represents the "best value" overall and achieves the procurement goals.
- 20% – Cost Proposal: Cost will be evaluated based on the fee for services provided.
 - 80% – Phase II Criteria: The total Phase II score will represent 80% of the Phase III score.
- d. **Recommendation:** Based on the Phase I, II, and III Reviews, the PMT will make a recommendation to the Treasurer. The Treasurer will then accept or reject the recommendation.

2. ORAL PRESENTATIONS / INTERVIEWS

After completion of Phase I and Phase II but prior to Phase III, the PMT shall have the option to invite all or some Bidders to make oral presentations/come in for interviews. Oral presentations/interviews provide the PMT with an opportunity to evaluate the Bidder through the presentation of their proposal. The PMT will make the decision on whether or not to have Bidders in for oral presentations/interviews. The decision to engage in oral interviews will solely be in the purview of the PMT. Based upon scores determined during the initial Phase II evaluations of Bidders responses to the Phase II technical questions; it will be within the full discretion of the PMT to determine the cutoff for top scoring Bidders to move onto the oral presentations /interviews. Only Bidders that receive an invitation to participate in oral presentations/interviews will proceed to cost evaluation and Phase III. Bidders that do not receive an invitation to oral interviews will be eliminated from further consideration under this RFR. Bidders will not be informed of their rank at the time of the oral presentation/interview. Additionally, the PMT reserves the right to adjust any Phase II score following any Oral Presentation/Interview, and before proceeding on to Phase III.

The time allotments and the format shall be the same for all oral presentations/interviews. The PMT will give the Bidder at least three (3) business days prior notice regarding the date of an oral presentation/interview. The PMT may waive the location and medium requirements of an oral presentation/interview upon the written request of a Bidder due to special hardships, such as a Bidder with disabilities or limited resources. In these circumstances the PMT may conduct oral presentations through an alternative written or electronic medium (e.g., telephone, videoconference, TTY or Internet). The PMT may require the Bidders assign key personnel to conduct the oral presentation/interview.

A Bidder is limited to the presentation of material contained in its proposal, with the limited exception that a Bidder may address specific questions posed by the PMT or provide clarification of information contained in its proposal. Any other correction or modification of the proposal or the presentation of supplemental information shall be considered prejudicial to the interests of other Bidders and fair competition and shall not be permitted. A Bidder's attempt to submit such corrections, modifications or supplemental information during an oral presentation/interview may subject the Bidder's proposal to disqualification. A Bidder's failure to agree to an oral presentation/interview may result in disqualification from further consideration. Oral presentations may be recorded by the Treasury as a matter of public record.

On-Site Visits (Optional). The PMT reserves the right to conduct on-site inspections of any or all Bidder locations at any time prior to the awarding of this contract to verify the Bidder's ability to perform the services required. The PMT shall schedule the time of these site visits and shall provide notice of at least three (3) business days before a visit. Failure to agree to a site visit may result in disqualification of a Bidder's proposal. Only those firms that were evaluated in Phase II and were invited for an oral presentation / interview will be the subject of an on-site inspection, in the event the PMT elects to conduct such an on-site inspection.

IV. SPECIFICATIONS, REQUIREMENTS & COMPONENTS

By submitting a Response to the RFR, the Bidder agrees to and agrees to comply with all of the RFR required specifications, components and requirements listed below in Sections A & B:

A. RFR REQUIRED SPECIFICATIONS

1. **Alternatives**. A response which fails to meet any material term or condition of the RFR, including the submission of required attachments, may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, Bidders should submit responses proposing alternatives that provide equivalent, better or more cost-effective performance than achievable under the stated RFR specifications. These alternatives may include related services that may be available to enhance performance during the period of the contract. The response should describe how any alternative achieves substantially equivalent or better performance to that of the RFR specifications. The Treasury will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this RFR is to provide the best value of commodities and services to achieve the procurement goals of the Treasury. Bidders that propose discounts, uncharged commodities and services or other benefits in addition to the RFR specifications may receive a preference or additional points under this RFR as specified.

2. **Best Value Selection and Negotiation.** The PMT and/or the State Treasurer and Receiver-General may select the response that demonstrates the “Best Value” overall.
3. **Bidder Communication.** Bidders are prohibited from communicating directly with any employees of the Treasury, including any Treasury departments and divisions and affiliated commissions, boards, and trusts,¹ or any member of the PMT regarding this RFR and may be disqualified for doing so at the determination of the PMT, except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may communicate with the contact person for this RFR in the event this RFR is incomplete or the Bidder is having trouble obtaining any required attachments electronically through COMMBUYS (<https://www.commbuys.com>).
4. **Brand Name or Equal.** Unless otherwise specified in this RFR, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFR to any manufacturer or proprietor or to constitute an endorsement of any service. The Treasury will consider clearly identified offers of substantially equivalent services submitted in response to such reference.
5. **COMMBUYS Market Center.** COMMBUYS is the official source of information for this RFR and is publicly accessible at no charge at www.commbuys.com. Information contained in this document and in COMMBUYS, including file attachments, and information contained in the related Bid Questions and Answers (Q&A), are all components of the RFR, as referenced in COMMBUYS, and are incorporated into the RFR and any resulting contract.
6. Bidders are solely responsible for obtaining all information distributed for this RFR via COMMBUYS. RFR Q&A supports Bidder submission of written questions associated with a RFR and publication of official answers.

It is each Bidder's responsibility to check COMMBUYS for:

- Any amendments, addenda or modifications to this RFR, and
- Any RFR Q&A records related to this RFR.

The Commonwealth accepts no responsibility and will provide no accommodation to Bidders who submit a response based on an out-of-date RFR or on information received from a source other than COMMBUYS.

Bidders may not alter (manually or electronically) the RFR language or any RFR component files. Modifications to the body of the RFR, its specifications, or terms and conditions, which change the intent of this RFR are prohibited and may disqualify a response.

7. **COMMBUYS Subscription.** Bidders may elect to obtain a free COMMBUYS Seller subscription which provides value-added features, including automated email notification associated with postings and modifications to COMMBUYS records.

¹ For purposes of this RFR Section IV.A.3, “Treasury” includes the following departments, divisions, boards, trusts, and commissions: 457 SMART Plan, Unclaimed Property Division, the Cash Management Department, Debt Management Department, Veteran’s Bonus Division, MA State Board of Retirement (which administers the Massachusetts State Employees Retirement System (“MSERS”)), MA State Lottery Commission (“MSLC”), MA Clean Water Trust (formerly known as the Water Pollution Abatement Trust), Alcoholic Beverage Control Commission (“ABCC”), and Office of Economic Empowerment.

All Bidders submitting a response to this RFR agree that, if awarded a contract: (1) they will maintain an active seller account in COMMBUYS; (2) they will, when directed to do so by the procuring entity, activate and maintain a COMMBUYS-enabled catalog using Commonwealth Commodity Codes; (3) they will comply with all requests by the procuring entity to utilize COMMBUYS for the purposes of conducting all aspects of purchasing and invoicing with the Commonwealth, as added functionality for the COMMBUYS system is activated; and (4) in the event the Commonwealth adopts an alternate market center system, successful Bidders will be required to utilize such system, as directed by the procuring entity. Commonwealth Commodity Codes are based on the United Nations Standard Products and Services Code (UNSPSC).

The COMMBUYS system introduces new terminology, which bidders must be familiar with in order to conduct business with the Commonwealth. To view this terminology and to learn more about the COMMBUYS system, please visit the COMMBUYS Resource Center.

8. **Conflict of Interest.** Prior to award of any contract, the Bidder shall certify in writing to the procuring agency that no relationship exists between the Bidder and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the Bidder and another person or organization that constitutes a conflict of interest with respect to a state contract. No official or employee of the Commonwealth who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this project shall, prior to the completion of the project, voluntarily acquire any personal interest, either directly or indirectly, in this contract or proposed contract.

The Bidder shall provide assurance that it presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder. The Bidder shall also provide assurances that no person having any such known interests shall be employed during the performance of this contract.

9. **Costs.** Costs that are not specifically identified and defined in the Bidder's response, and accepted by the Treasury, will not be compensated under any engagement pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by Bidders in responding to this RFR.
10. **Electronic Communication/Update of Bidder's/Contractor's Contact Information.** It is the responsibility of the prospective Bidder and qualified Firm to keep current the E-mail address of the Bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that E-mail inbox for communications from the PMT, including requests for clarification. The PMT and the Commonwealth assume no responsibility if a prospective Bidder's/awarded Contractor's designated E-mail address is not current, or if technical problems, including those with the prospective Bidder's/awarded Contractor's computer, network or Internet service provider (ISP) cause E-mail communications sent to/from the prospective Bidder/awarded Contractor and the PMT to be lost or rejected by any means including E-mail or spam filtering.
11. **Environmental Response Submission Compliance.** In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all responses submitted should comply with the following guidelines:
 - All copies should be printed double sided.
 - All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e., paper made from raw materials other

than trees, such as kenaf). To document the use of such paper, a photocopy of the ream cover/wrapper should be included with the response.

- Unless absolutely necessary, all responses and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three ringed binders, glued materials, paper clips, and staples are acceptable.
- Bidders should submit materials in a format which allows for easy removal and recycling of paper materials.
- Bidders are encouraged to use other products that contain recycled content in their response documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Where appropriate, bidders should note which products in their responses are made with recycled materials.
- Unnecessary samples, attachments, or documents not specifically asked for should not be submitted.

12. **Estimated Provisions.** The Treasury makes no guarantee that any commodities or services will be purchased from any qualification resulting from this RFR. Any estimates and/or past or current procurement volumes referenced in this RFR are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.
13. **Minimum Bid Duration.** Bidder responses made in response to this RFR must remain in effect for 120 days from the date of bid submission and thereafter until either the Bidder withdraws the response in writing, a contract is executed or the procurement is canceled, whichever occurs first.
14. **Public Records.** All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, Massachusetts General Laws (“M.G.L.”), Chapter 66, Section 10, and Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes will be disregarded. Bidders are advised that all proposals are deemed sealed, and therefore their contents will be treated as confidential and will not be disclosed to competing Bidders until the evaluation process has been completed, the contract has been awarded and negotiations are finalized.
15. **Reasonable Accommodation.** Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the RFR contact person. Requests for accommodation will be addressed on a case-by-case basis. A Bidder requesting accommodation must submit a written statement which describes the Bidder’s disability and the requested accommodation to the contact person for the RFR. The PMT reserves the right to reject unreasonable requests.
16. **Restriction on the Use of the Commonwealth Seal.** Bidders and contractors are not allowed to display the Commonwealth of Massachusetts Seal in their response package or in any subsequent marketing materials if they are awarded a contract. Use of the Coat of Arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.
17. **Prohibition Against Selling or Distributing Information.** Any Bidder awarded a contract under this RFR is prohibited from selling or distributing any information collected or derived from the contract and/or procurement process, including lists of participating or eligible Commonwealth of Massachusetts employee names, telephone numbers, email addresses or mailing addresses.

B. COMPONENTS OF PROCUREMENT

1. **Duration and Renewal Options.** The Treasury intends to enter into a four (4) year contract with the selected Bidder(s) for the services solicited in this RFR. The Treasury may, at its option, extend the contract for additional period(s) for a maximum contract term not exceeding six (6) years, under the same or better terms and conditions as negotiated if deemed in the best interest of the Treasury. Bidders who offer price guarantees for the life of the contract will be held to that offer or such better terms as negotiated.
2. **Acquisition Method.**
 - ☐ Outright Purchase
 - ☐ License
 - ☒ Fee for Service
 - ☐ Tax-exempt Lease Purchase
 - ☐ Term Lease
 - ☐ Lease Purchase
 - ☐ Rental (not to exceed 6 months)
 - ☐ Other (specify)
3. **Single or Multiple Contracts.** The Treasury reserves the right to award any contract to a single vendor or multiple vendors, in the best interest of the Treasury. The contractor must agree to cooperate with such other contractors, and must not commit or permit any act that may interfere with the performance of work by any other contractor.
4. **Contract Guidelines.** (Those that apply are checked)
 - ☒ Only the Office of the State Treasurer and Receiver General may contract under RFR
 - ☐ Option to allow other Departments/political subdivisions to contract under RFR
 - ☐ Statewide Contract
 - ☐ Multi-Treasury User Contract
 - ☐ Pre-Qualification List
5. **Contract Performance and Additional Business Specifications.**
 - a. **Evaluation and Selection of Contractor.** The Treasury shall have sole authority to evaluate and make the final selection of Bidder(s) for contract negotiation(s) pursuant to this RFR. The selection will be made after evaluation of both technical (Phase I & II) and cost proposals (Phase III) by the PMT and final approval by the State Treasurer.
 - b. **Change in Terms.** The Treasury reserves the right to modify the specifications identified in the RFR at any time prior to the closing date. The Treasury reserves the right to negotiate with the selected Bidder(s) as to any element of cost or performance, including without limitation, elements identified in the RFR and/or the selected Bidder's response in order to achieve the best value for the Commonwealth. The Treasury reserves the right to request from any Bidder

a “best and final offer” as to the Bidder’s proposal or cost proposal. The Treasury reserves the right to procure some, all, or none of the services specified in this RFR.

- c. **Termination or Suspension.** Once retained, a Firm’s service may be terminated or suspended from the Treasury’s contract for poor performance, failure to perform, fraud or other cause at any time without prior notice. Firms may be terminated from the contract without cause with sixty (30) days prior written notice. The Firm may not terminate the contract or performance except upon a minimum of 180 days written notice to the Treasury.
- d. **Permits and Compliance.** The Firm shall procure and pay for all permits, licenses and approvals necessary to perform the services solicited in this RFR. The Firm shall comply with all applicable laws, ordinances, rules, orders and regulations related to the performance of the services solicited. The Treasury may, at its option, request documentation evidencing the Firm’s compliance.
- e. **Rejection of Proposals.** The Treasury reserves the right to reject any and all proposals submitted under this solicitation.
- f. **Fees Subject to Office of the State Treasurer and Receiver General Signatory Authorization.** All fees must be approved by the Treasurer or her designee and are subject to verification of performance.
- g. **Confidentiality Policy Regarding Bidder’s Support Staff and/or Vendors.** The Treasury may require Bidders’ support staff or outside vendors to sign a confidentiality agreement for the confidential information they will have or have access to.
- h. **Subcontracting Policies.** The services to be procured under this RFR shall not be sub-contracted or performed under any joint-venture agreement or similar arrangement without the specific written approval of the Treasurer.
- i. **Concurrent Contracts Running (Renewals and Transitions).** The Treasury shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year or if satisfactory performance by the contractor does not ensue. The Treasury will also have the right to sole discretion in exercising an option to renew, which will not be subject to contractor acceptance or agreement. Any assistance required for this transition must be provided in a smooth and timely manner. If at any time the contract is canceled, terminated or expires, and a contract is subsequently executed with a firm other than the contractor, the contractor has the affirmative obligation to assist in the smooth transition of contract services to the subsequent contractor.
- j. **Pricing: Price Limitation:** The Bidder must agree that no other state or public entity customer within the United States of similar size and with similar terms and conditions shall receive a lower price for the same commodity and service during the contract period, unless this same lower price is immediately effective for the Commonwealth. If the Commonwealth believes that it is not receiving this lower price as required by this language, the Bidder must agree to provide current or historical pricing offered or negotiated with other state or public entities at any time during the contract period in the absence of proprietary information being part of such contracts.

- k. **Submission of Proposal Materials and Oral Presentation.** All materials, representations and submissions made within the proposal and at the oral presentation are subject to becoming part of the contract binding the selected Bidder to uphold the materials, representations and submissions made by the selected Bidder within the proposal and at the oral presentations.
- l. **Security Breach Law, M.G.L. c. 93H.** The Bidder hereby acknowledges and agrees to comply with the requirements and responsibilities, including those of providing notice and response, as set forth in G.L. c. 93H concerning Security Breaches and any regulations implemented to effectuate security of “personal information” as defined in § 1 of G.L. c. 93H.

V. PHASE ONE REQUIREMENTS

Compliance with all criteria listed below is **required** for a bid to be accepted for further review. Lack of compliance with the Phase I criteria may disqualify the Bidder. Phase I of Bidder’s response should demonstrate compliance with each of the conditions qualifying an institution to propose services as outlined below.

A. LEGAL AND OTHER REQUIREMENTS

As required in the Response Template pages 6-7.

B. MANDATORY ATTACHMENTS

Phase One of the Bidder’s response shall include the completed mandatory attachments listed in the Response Template pages 14-22. The Response Template and the subject forms can be found on COMMBUYS with this RFR. All mandatory attachments must be signed by an individual with the authority to bind the Bidder Firm, and the “originals” should have an original signature in blue ink and the signatory must be listed on the *Contractor Authorized Signatory Listing* form, provided in the RFR Response Template.

VI. SCOPE OF SERVICES & PHASE TWO QUESTIONNAIRE

A. SCOPE OF SERVICES

Under the direction of the Unclaimed Property Division, the vendor selected will provide the following services:

The selected vendor will help conceptualize and design a cohesive campaign for the Unclaimed Property biannual publication listings (“Publication”). A final campaign, completed over the course of several rounds of revisions, will feature print ads, online ads and accompanying printed collateral in the form of posters, flyers and promotional giveaways. The vendor will manage the execution of these elements from concept to completion for each Publication during the duration of the contract.

The selected vendor will create all art work, creative elements and media for each Publication. The biannual publication takes place in September and March, with finalized work needing to be complete a month in advance.

In addition to the Publication, design services will be requested throughout the year for other advertising needs as they arise.

The selected vendor will coordinate the design for all of the Public Service Notices ROP ads in around (25) various English speaking newspapers of general circulation on or around the third week of March and on or around the last week of September of each year as well as possible other dates on an as-needed basis. A (digital file) listing of names to appear will be provided to the selected vendor by the Unclaimed Property Division of the Treasury for both (The Public Service Notices and the inserts). The campaign also consists of print and web ads. The vendor is not responsible for ad buying which will be done by the Unclaimed Property Division.

Below is the best estimate of billable hours expected for the publication, ebay and additional advertising (this will vary year from year. This estimate is based on the average for the last three years and the needs for the department then).

Publication Campaign Concept Development & Implementation

Concept (Once every two years)

Art Direction 10 hr

Design 30 hr

Production 10 hr

Copywriting 10 hr

Notice of Names (Cover and Back Cover and flowing /formatting 60 pages of names) (Twice a year)

Art Direction 5 hr

Design 15 hr

Production 20 hr

50-70 Print Ads (Banners & Post-its) (Twice a year)

Design 15 hr

Production 4 hr

Trafficking 2 hr

25 ROP Ads (Twice a year)

Art Direction 3 hr

Design 10 hr

Production 7 hr

Trafficking 3 hr

50 Web Ads (various sizes) (Twice a year)

Art Direction 5 hr
Design 60 hr
Production 15 hr
Trafficking 7 hr
Flash Animation 15hr

Campaign for Ebay Auction

Develop concept, posters, print and online ad campaign promoting the Unclaimed Property Division's tangible asset auction offered every 1 to 2 years on eBay.

Art Direction 8hrs
Design 15hrs
Production 22 hrs
Copywriting 15hrs
Project Management 8

Additional Design Services Throughtout the Year

Art Direction 10 hr
Design 40 hr
Production 15 hr
Trafficking 3 hr
Flash Animation 10hr

B. PHASE TWO QUESTIONNAIRE

Phase II requires that the Bidder explain how it will meet the criteria set forth in the SCOPE OF SERVICES. The Bidder's response must enable the Treasury to review and evaluate the Bidder's experiences and capabilities for providing the needed graphic and design services for the Unclaimed Property Division.

Proposals that merely offer to conduct the services required without providing a detailed explanation will be considered non-responsive to this request.

See the Response Template pages 12-13 for the Questionnaire.